

7311-23
REG- 7311-2
OCT 10 1974

THIRD AMENDMENT ~~INTERSTATE COMMERCE COMMISSION~~

THIRD AMENDMENT dated as of August 1, 1974, by and between UNITED STATES RAILWAY EQUIPMENT CO., an Illinois corporation ("United") and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, a Delaware corporation ("Rock Island").

WITNESSETH THAT:

WHEREAS, United, as lessor, and Rock Island, as lessee, have heretofore entered into that certain Lease - Group No. 11 dated January 15, 1974 (ICC Rec. No. 7311), as amended by First Amendment dated as of April 15, 1974 (ICC Rec. No. 7311-A) and by Second Amendment dated as of July 15, 1974 (hereinafter together called the "Lease") providing for the repair by United and leasing to Rock Island of 400 70-ton 2,750 cu. ft. triple dump all steel open top hopper cars ("Cars"); and

WHEREAS, Rock Island wishes United to repair the center sills of certain of the Cars by straightening buckles therein, and United is agreeable thereto, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is agreed:

1. Subparagraph (a) of Paragraph 3 of the Lease is amended by adding at the end of the first sentence thereof the following:

"United agrees to repair and straighten the center sills of Cars having no more than two buckles in such center sill."

2. Exhibit B-1 to the Lease is amended by adding the following paragraph thereto:

"The Cars requiring repair of one buckle in the center sill were: _____.
The Cars requiring repair of two buckles in the center sill were: _____."

3. Paragraph 7 of the Lease is amended by deleting Subparagraph (b) in its entirety and substituting therefor the following:

"(b) from and including the date of acceptance as required in Paragraph 3(b) hereof

(i) each reconstructed Car not requiring repair of a buckle in its center sill, the sum of \$3.92 per Car per day;

(ii) each reconstructed Car requiring the repair of one buckle in its center sill, the sum of \$4.14 per Car per day; and

(iii) each reconstructed Car requiring repair of two buckles in its center sill, the sum of \$4.31 per Car per day."

4. The remaining terms and provisions of the Lease remain in full force and effect, and the Lease as hereby amended is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, United and Rock Island have duly executed this Third Amendment as of the day, month and

year first above written.

UNITED STATES RAILWAY EQUIPMENT CO:

By: Ralph E Bell
Vice President

ATTEST:

By:

W. R. Leal
Assistant Secretary

CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY

By: J. E. Alsch
Chairman

ATTEST:

By:

E. F. Wilkinson
~~Secretary~~ Secretary

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 20th day of September, 1974,
before me personally appeared Ralph E. Bell and
Paul R. Leek, to me personally known, who
being by me duly sworn, say that they are Vice President
and Assist Secretary, respectively, of United States
Railway Equipment Co., that the seal affixed to the foregoing
instrument is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said corporation
by authority of its Board of Directors, and that they acknow-
ledged that the execution of the foregoing instrument was the
free act and deed of said corporation.

Harry Ellen Jander
Notary Public

My Commission Expires: June 11, 1975

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 16th day of September, 1974,
before me personally appeared J. E. Seesh and
E. F. Wilkinson, to me personally known,
who being by me duly sworn, say that they are _____
Chairman and _____ Secretary, respectively, of
Chicago, Rock Island and Pacific Railroad Company, that the
seal affixed to the foregoing instrument is the corporate
seal of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its
Board of Directors, and that they acknowledged that the exe-
cution of the foregoing instrument was the free act and deed
of said corporation.

V. B. Craney
Notary Public

My Commission Expires: October 21, 1975